

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

WESTERN WATERSHEDS PROJECT,

Plaintiff

v.

2:14-CV-00729 LAM/SMV

TRAVIS MOSELEY, in his official capacity
As Supervisor of the Lincoln National Forest,
and the U.S. FOREST SERVICE,

Defendants.

SETTLEMENT AND STIPULATION OF DISMISSAL
PURSUANT TO FED.R.CIV.P. 41(a)(1)(A)(ii)

The parties hereby settle and compromise the above-entitled lawsuit brought under the Freedom of Information Act, 5 U.S.C. §552, as amended. It is hereby stipulated by and between Plaintiff Western Watersheds Project ("Western") and Defendant United States Forest Service, (herein after "USFS") that:

- (1) Western has received certain documents from USFS.
- (2) Western after reviewing these documents discussed dates of grazing leases that USFS provided and explanations were provided by the USFS.
- (3) Western has now reviewed all of the documents provided and has agreed to a settlement and dismissal of this matter.
- (4) Western agrees to dismiss this suit with prejudice.
- (5) USFS will pay Western's attorneys of record in the case Erik Ryberg, Esq. and Douglas W Wolf, Esq. \$ \$5,350.00. USFS will make the payments to Mr.'s Ryberg and Wolf by check or electronic funds transfer in a reasonable time after

filing the fully-executed and Court endorsed copy of this Settlement and Stipulation with the Court.

(6) This Settlement and Stipulation constitutes the full and complete satisfaction of any and all claims arising from (a) the allegations set forth in the complaint filed in this lawsuit (b) any litigation or administrative proceeding that Plaintiff has brought, could bring, or could have brought regarding the FOIA request at issue in this case, including all claims for attorney's fees and costs and (c) any litigation or administrative proceedings that could have been brought as of the filing of the Complaint regarding pattern and practice.

(7) This Settlement and Stipulation does not constitute an admission of liability or fault on the part of Defendants, the United States, its agents, servants or employees and is entered into by the parties for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

(8) This Settlement and Stipulation is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

The parties, by their undersigned attorneys, hereby stipulate and agree that this action shall be dismissed with prejudice. This stipulation is entered into accordance with the provisions of Fed.R.Civ.P. 41(a)(1)(A)(ii). Any and all remaining issues are waived.

Respectfully Submitted,
DAMON P. MARTINEZ
United States Attorney
Electronically filed 12/16 /2014
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Approved by:

Approval given on 12/16/14

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